

TERMS AND CONDITIONS

WHEREAS, Finalify Ltd, located at Mill Mall Tower, 2nd Floor, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands, company code 1911372, is a BNK token issuer and owner of the brand name "Bankera" (hereinafter - "**Bankera**", "we", "us");

WHEREAS, www.bankera.com (the "**Website**") is the official website of Bankera;

WHEREAS, you ("you" or the "**User**") are an individual or entity that uses the Website;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

1. DEFINITIONS

- 1.1. **Blockchain** – type of distributed ledger, comprised of unchangeable, digitally recorded, data in packages called blocks.
- 1.2. **BNK** – virtual currency tokens created by Bankera and known as Bankers (BNK).
- 1.3. **Cryptocurrency** - is a digital asset designed to work as a medium of exchange using cryptography to secure the transactions and to control the creation of additional units of the currency.
- 1.4. **Ethereum** – an open blockchain platform at www.ethereum.org.
- 1.5. **Ether** – is the name of the cryptocurrency used within Ethereum.

2. SCOPE OF THE AGREEMENT

- 2.1. This Agreement sets out terms and conditions for using the Website.

3. ACCEPTANCE AND CHANGES TO THE AGREEMENT

- 3.1. Your access to and use of the Website is subject exclusively to this Agreement. By registering to and using the Website you agree to be bound by and accept this Agreement, its terms and conditions and all the policies and guidelines that are incorporated by reference (for example, the Privacy Policy). If you do not agree with the Agreement and/or individual provisions of the Agreement, you cannot use the Website and must immediately stop using the Website. We recommend that you store or print-off a copy of the Agreement (including all policies) for your records.
- 3.2. This Agreement comes into effect at the moment you register at the Website.
- 3.3. Bankera may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website at any time and in its sole discretion without notice. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Website.
- 3.4. Bankera may at any time change or remove (temporarily or permanently) the Website and information from the Website without indicating the reasons of such change or removal and you confirm that Bankera shall not be liable to you for any such change or removal.

- 3.5. BNK is unregulated virtual currency. If there are any regulations imposed regarding BNK and virtual currencies, the terms and conditions of this Agreement and/or other conditions regarding usage of BNK may be changed significantly by Bankera to meet such regulatory requirements.
- 3.6. Use of the Website and/or the Services is limited to parties that are 18 years old or older and lawfully can enter into and form contracts under applicable law.
- 3.7. You shall not use the Website for any purpose that is unlawful or prohibited by this Agreement and legal requirements. Your registration at the Website implies your confirmation and a guarantee that by using the Website you will act honestly and in such way that it would meet the interests of both you and Bankera. Bankera has a right to restrict your usage of the Website without prior notice if the you use the Website in unlawful or other unaccepted way.

4. BNK RIGHTS AND ATTRIBUTES

- 4.1. BNK is not money or investment securities and does not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of investment certificate. BNK is not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. BNK does not stand for any sort of investment contract for all intents and purposes. Under this Agreement Bankera does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a security.
- 4.2. BNKs are cryptographic tokens created for access of Bankera's products and services and benefits associated with it, i.e. discounts for Bankera's products and services, advance payment for Bankera's products and services, etc. However, there are no guarantees of their future use or value which can be zero.
- 4.3. You cannot expect profit from BNK and shall have no expectations of profit from the future success of Bankera's business and/or the efforts of Bankera or other persons. BNK value depends on your active involvement in using and promoting it.
- 4.4. BNKs are not shares of Bankera. BNK does not represent ownership interests or grant ownership, control and voting rights in Bankera, as well as does not grant any rights to receive a share of Bankera's profit.
- 4.5. BNK does not entitle you to any intellectual property rights in regard to Bankera and its products and services.
- 4.6. Bankera is not required to consult with you regarding any activities and/or decisions of Bankera or coordinate it with you. You will not have any influence in the development or governance of Bankera.
- 4.7. BNK holders cannot request an audit of Bankera and its business, and an investigation of Bankera's activities.
- 4.8. BNK can be used for payments and other transactions associated with cryptocurrencies.
- 4.9. Bankera is not obliged to redeem BNK in any case.

5. BANKERA'S BUSINESS AND PRODUCTS

- 5.1. Bankera is building a digital bank and plans to achieve the scale to offer traditional and emerging banking products in a technology driven blockchain era environment, eventually becoming the one-stop shop for all banking requirements.
- 5.2. Bankera will offer money wallets in various fiat currencies and cryptocurrencies, competitive foreign currency exchange rates, savings and loans accounts, globally accepted IBAN accounts, international bank wires, payment processing, payment cards, payments financing, cash deposit and withdrawal services, investment solutions for

individual clients and businesses, and other blockchain based financial services indicated in the Website.

6. RISKS

- 6.1. BNK price may experience extreme volatility. Cryptographic tokens or cryptocurrencies have demonstrated extreme fluctuations in price over short periods of time on a regular basis. You must be prepared to accept similar fluctuations in BNK value. Such fluctuations are due to market forces and represent changes in the balance of supply and demand. Bankera cannot and does not guarantee any market liquidity for BNK. Additionally, due to different regulatory requirements in different jurisdictions, the liquidity of BNK may be markedly different in different jurisdictions.
- 6.2. While some of cryptographic tokens or cryptocurrencies may have been relatively stable, it is possible that their values may drop significantly in the future, which may deprive Bankera of sufficient resources to continue to operate.
- 6.3. Cryptocurrencies are being, or may be, scrutinized by the regulatory authorities of various jurisdictions. Bankera may receive queries, notices, warnings, requests or rulings from one or more regulatory authorities from time to time, or may even be ordered to suspend or discontinue any action in connection with Bankera, as well as be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of Bankera to further conduct business. The development, marketing, promotion or otherwise of Bankera may be seriously affected, hindered or terminated as a result.
- 6.4. Advances in cryptography, such as code cracking or technical advances such as the development of quantum computers, could present risks to all cryptocurrencies, including BNK. This could result in the theft, loss, disappearance, destruction or devaluation of BNK. It is impossible to predict the future of cryptography or the future of security innovations to an extent that would permit Bankera accurately guide the development of BNK to take into account such unforeseeable changes in the domains of cryptography or security.
- 6.5. Bankera cannot guarantee the software used by Bankera to be flaw-free. It may contain certain flaws, errors, defects and bugs, which may disable some functionality for users, expose users' information or otherwise. Such flaw would compromise the usability and/or security of BNK and consequently bring adverse impact on the value of BNK.
- 6.6. Ethereum is an open source project and supported by the community. Bankera does not lead the development, marketing, operation or otherwise of Ethereum. Anybody may develop a patch or upgrade of the source code of Ethereum's source without prior authorization of anyone else. The acceptance of Ethereum patches or upgrades by a significant, but not overwhelming, percentage of the users could result in a "fork" in the blockchain of Ethereum, and consequently the operation of two separate networks and will remain separate until the forked blockchains are merged. The temporary or permanent existence of forked blockchains could adversely impact the operation and the market value of BNK and in the worst-case scenario, could ruin the sustainability of BNK. While such a fork in the blockchain of Ethereum would possibly be resolved by community-led efforts to merge the forked blockchains, the success is not guaranteed and could take long period of time to achieve.
- 6.7. The Ethereum source code and the software used by Bankera could be updated, amended, altered or modified from time to time by the developers and/or the community of Ethereum. Nobody is able to foresee or guarantee the precise result of such update, amendment, alteration or modification. As a result, any update, amendment, alteration or modification could lead to an unexpected or unintended outcome that adversely affects BNK's operation or market value.
- 6.8. The blockchain rests on open-source software. Regardless of Bankera's effort to keep the blockchain secure, anyone may intentionally or unintentionally introduce weaknesses or bugs into the core infrastructural elements of Bankera.

- 6.9. BNK is not a currency issued by any individual, entity, central bank or national, supra-national or quasi-national organization. The circulation and trading of BNK on the market depends on the consensus on its value between the relevant market participants. Nobody is obliged to redeem or purchase any BNK from any user or BNK holder. Nor does anyone guarantee the liquidity or market price of BNK to any extent. Bankera has no control over market price or liquidity of BNK once BNK start to trade in the open market.
- 6.10. It is possible that Bankera's product and services or BNK will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of Bankera's business.
- 6.11. Bankera, as developed, may not meet your expectations. You acknowledge that Bankera is currently under development and may undergo significant changes before release. You also acknowledge that any expectations regarding the form and functionality of Bankera held by you may not be met upon its release for any number of reasons, including a change in the design and implementation plans and execution of the implementation of Bankera. Furthermore, you acknowledge that Bankera project may never be fully completed or released.
- 6.12. You understand and accept that hackers or other groups or organisations may attempt to steal BNK or otherwise interrupt or cease Bankera's business or usage of BNK.
- 6.13. Except for historical information, there may be matters in this Agreement, the Website or elsewhere that are forward-looking statements. Such statements are only predictions and are subject to inherent risks and uncertainty. Forward-looking statements, which are based on assumptions and estimates and describe Bankera's future plans, strategies, and expectations are generally identifiable by the use of the words 'anticipate', 'will', 'believe', 'estimate', 'plan', 'expect', 'intend', 'seek', or similar expressions. You are cautioned not to place undue reliance on forward-looking statements. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties both general and specific that contribute to the possibility those predictions, forecasts, projections and other forward-looking statements will not occur. Those risks and uncertainties include actors and risks specific to the industry in which Bankera operates as well as general economic conditions and prevailing exchange rates and interest rates. Actual performance or events may be materially different from those expressed or implied in those statements. All forward-looking statements attributable to Bankera or persons acting on behalf of Bankera are expressly qualified in their entirety by the cautionary statements in this section. Except as expressly required by the applicable law, Bankera undertakes no obligation to publicly update or revise any forward-looking statements provided in this publication whether as a result of new information, future events or otherwise, or the risks affecting this information. None of Bankera, its officers or any person named in this Agreement, the Website or elsewhere with their consent, or any person involved in the preparation of this Agreement, the Website makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement except to the extent required by law.
- 6.14. The Internet industry is comprised of a number of participants and is subject to rapid change and competition Bankera faces from other organisations, some of which may have greater financial, technical and marketing resources. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share, especially Bankera's first mover status. Any of these occurrences could adversely affect the Bankera's business, operating results and financial condition. The possibility remains that the fundamental business model may not achieve any traction due to an existing or new entrant offering a similar solution or that the general public do not see it as part of their future. The targets and business valuation inherent in the Website or elsewhere are based on Bankera's management personal experience, contacts and feedback from the market. There can be no assurance that these reflect the actual reality of the opportunity or that will be able to compete successfully against current or future competitors. You are encouraged to seek professional advice when assessing the

understanding of Bankera's business model metrics and projected returns and values as presented by directors in this Agreement, the Website or elsewhere.

7. LIABILITY AND INDEMNIFICATION

- 7.1. By using the Website, to the extent permitted by applicable law, you agree that Bankera and other parties (including, but not limited to, any managers, employees, advisors) cannot be held liable for any loss (including without limitation indirect, special, incidental, consequential, or tort damages, or lost profits) arising out of, or in any way connected to your usage of the Website. Additionally, you acknowledge that Bankera has no responsibility for any injury, direct or indirect loss, claim, damages or any special, incidental, consequential, exemplary or punitive damages of any kind that you incur as a direct or indirect result of usage of the Website or any of our services.
- 7.2. BNKs are provided on an "as is" basis and without any warranties of any kind, either expressed or implied.
- 7.3. To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold Bankera or any of Bankera's subsidiaries, affiliates, partners, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, payments, liabilities, costs, fines, taxes, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of whatsoever nature or kind, and/or liabilities (including, but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by any third party against us in any jurisdiction arising out of a breach of any warranty, representation, or obligation hereunder, and/or arising out of or related to your use of the Website, your breach of this Agreement, or your violation of any law, rule or regulation, or the rights of any third party.
- 7.4. In the event that Bankera or its subsidiaries, affiliates, directors, officers, employees, agents, advisors, service providers, sellers, distributors, licensors, successors, and permitted assignees face legal action as a result of your actions, you agree cover any damages, including legal fees, that Bankera incur as a result.
- 7.5. The content and services provided by Bankera are for informational purposes only and are not intended to provide legal, financial, tax, accounting or investment advice. We assume no liability for any information provided by our employees, directors, or affiliates, regardless of its accuracy. Any action taken by you is your decision, and you relieve Bankera of any liability for any outcome that may occur.
- 7.6. The Website and other documents may include forward-looking statements. Often, but not always, forward-looking statements can be identified by the use of words such as "believes," "expects," "does not expect," "is expected," "targets," "outlook," "plans," "eta", "scheduled," "estimates," "forecasts," "intends," "anticipates" or "does not anticipate" or variations of such words and phrases or statements that certain actions, events or results "may," "could," "would," "might" or "will" be taken, occur or be achieved. Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Bankera to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. You must not place undue reliance on such forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, which contribute to the possibility that the predictions, forecasts and other forward-looking statements will not occur. By using the Website, you acknowledge and agree that you fully understand and accept the risks in this clause, and to the extent permitted by applicable law, you agree that Bankera will not be held liable for any loss arising out of, or in any way connected with your use of the Website.

8. FORCE MAJEURE

- 8.1. Bankera shall not be liable in any way for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications of Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity of enforceability of any remaining provisions.

9. DISCLAIMERS AND WAIVERS

- 9.1. You shall accept the Website "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.
- 9.2. The Website does not purport to contain all the information that you may require. In all cases, you should conduct your own investigation and analysis of Bankera and its business, and the data contained in the Website.
- 9.3. Bankera does not make any representation or warranty as to the accuracy or completeness of the information contained in the Website.
- 9.4. You must rely on your own investigation of all financial information indicated in the Website and no representations or warranties are or will be made by Bankera as to the accuracy or completeness of such information.
- 9.5. Bankera makes no representation about the underlying value of BNK.
- 9.6. The Website is prepared for your general information only. It is not intended to be a recommendation to use BNK.

10. SECURITY

- 10.1. You are also responsible for maintaining adequate security and control of any and all identification numbers, private keys, or any other codes that you use to access the Website.
- 10.2. You agree to not hold Bankera liable for any loss arising out of, or in any way connected to, your failure to properly secure and keep private your Account information, email address, any password, private keys and any other identification numbers/codes.
- 10.3. Bankera shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack.
- 10.4. Bankera does not guarantee the confidentiality or privacy of any communication or information transmitted on the Website or any site linked to the Website. Bankera will not be liable for the privacy or security of information, e-mail addresses, registration and identification information, disk space, communications, confidential or proprietary information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the Website.

11. PRIVACY POLICY

- 11.1. Personal data refers to any information, whether true or not, about an individual who can be identified from that information; or from that information and other information to which we have or are likely to have access, including information in our records as may be updated from time to time, and any other information relating to any individuals which you may have provided us from time to time in your interaction with us.

- 11.2. Your personal data that you provide will be used to identify you as the user of the Website. Bankera commits to protect your personal data and disclose it only when it is necessary to execute this Agreement or it is required by the Agreement or applicable law. You expressly authorize Bankera to store, process, use and transmit to third parties the information required to execute this Agreement.
- 11.3. You confirm that you have entered correct data about yourself in every required form and that afterwards, when changing or adding any data at the Website, you will enter only correct data. You shall bear any losses that occur regarding to the submission of invalid/incorrect data.
- 11.4. Bankera may use your personal data for direct marketing purposes if you give your consent in the registration form. You can withdraw the above consent at any time.
- 11.5. Bankera may at any time in its own discretion adopt a separate Privacy Policy and when that happens you must agree with that Privacy Policy.

12. WEBSITE USAGE

- 12.1. You agree not to copy any information from the Website without our permission, with the exception of information for your personal non-commercial use.
- 12.2. The pages of the Website may contain links to third party websites and services. Such links are provided for your convenience, but their presence does not mean that they are recommended to visit by Bankera. In addition, Bankera does not guarantee their safety and conformity with any user expectations. Furthermore, Bankera is not responsible for maintaining any materials referenced from another site, and makes no warranties for that site or this service in such context. Links to such third party material do not imply any endorsement by Bankera of such third party material or the content, products or services available from such third party material. You acknowledge sole responsibility for and assume all risk arising from your use of any such third party material.
- 12.3. The contents of the Website are provided on an "as is" and "as available" basis without warranties of any kind and are made available for your general information only. No warranty of any kind, express, implied or statutory, is given in conjunction with the contents of the Website, the tools contained in the Website or the Website in general.
- 12.4. Bankera does not warrant the accuracy, adequacy, correctness, completeness, reliability, timeliness, non-infringement, title, merchantability or fitness for any purpose of the information on the Website or any website linked to the Website, or that the information available on the Website, or associated therewith, will be uninterrupted or error-free or that defects will be corrected or that this Website will be free from viruses, virus attacks or other harmful elements, and expressly disclaims liability for the same and any errors or omissions. Bankera shall not be liable for uninterpreted availability of the Website at all times, in all countries and/or all geographic locations, or at any given time.
- 12.5. The information contained on the Website may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions.
- 12.6. Bankera reserves the right, at its sole and absolute discretion and without giving prior notice, to vary, modify, add or remove features, or amend any content on the Website. You shall be deemed to have accepted and agreed to any such change if you access or use the Website after the change is published on the Website. Bankera also reserves the right to block or restrict access to, or terminate, withdraw or suspend use of the Website or any part of the Website. Bankera will not be liable for any loss which may be incurred as a result of such action.

- 12.7. Bankera reserves the right to disable any links which in its opinion, contain information, images, representations or other material of an inappropriate, defamatory, obscene, indecent or unlawful nature, or that violate any law or any public, privacy, intellectual property or other proprietary right; or have not been authorized by us.

13. INTELLECTUAL PROPERTY

- 13.1. The URLs representing the Website, “Bankera” and all related logos of our services described in our Website are either copyrighted by Bankera and are trademarks of Bankera. In addition, all page headers, custom graphics, design, button icons, scripts, source code, content are copyrighted by Bankera. You may not copy, imitate, modify, alter, amend or use them without our prior written consent. All the content indicated in the Website and any content thereon is the exclusive property of Bankera. You may not download, reproduce, or retransmit any information, other than for non-commercial individual use.
- 13.2. All intellectual property rights comprised in the information, text, graphics, logos, images, audio clips, patents, trademarks, trademark registrations, trade names, data compilations, scripts, software, computer code, design, technology, sound or any other materials or works found in the Website shall vest in and remain with Bankera. You are permitted to download and print such materials from the Website for personal and non-commercial use provided that you do not breach this Agreement.
- 13.3. You are not permitted to copy, transfer, distribute, reverse compile, adapt, modify, reproduce, republish, display, broadcast, hyperlink or transmit in any manner or by any means or store in any information retrieval system, any part of the Website without the prior written permission of Bankera.

14. TERMINATION (LIMITATION) OF THE AGREEMENT

- 14.1. The term of this Agreement is for a period of time when you successfully register for the Account until this Agreement is terminated for whatever reason.
- 14.2. At any time and for any reason in its sole discretion Bankera may terminate this Agreement, your access to the Website without notice to you. Bankera shall have no liability or obligation for the termination of this Agreement.

15. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION

- 15.1. Jurisdiction of the United States of America (including all territories of this country) is specifically excluded from this Agreement.
- 15.2. Bankera reserves the right to change the jurisdiction of Bankera and this Agreement at any time in its own discretion, as well as use any parent companies, subsidiaries and/or other affiliated companies for execution of this Agreement, Bankera’s products and services and other activities related to Bankera’s business.
- 15.3. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with this Agreement, shall be governed by the law of the British Virgin Islands.
- 15.4. Any disagreements or disputes of the User and Bankera, arising from this Agreement, shall be settled by negotiations between the User and Bankera. In case of failure to reach an agreement in 14 (fourteen) days, any disputes, disagreements or claims, arising from this Agreement or related to it, its breach, dissolution or validity, that have not been solved by the User and Bankera, shall be settled in the competent court of the British Virgin Islands. Both the User and Bankera hereby submit to the exclusive jurisdiction of the courts in the British Virgin Islands.

16. MISCELLANEOUS PROVISIONS

- 16.1. You confirm that you have read this Agreement, understood its terms, conditions and consequences.
- 16.2. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
- 16.3. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail or registered post/courier if Bankera requests such type of delivery.
- 16.4. Bankera has a right to revoke this Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way, engage in unauthorized transmission and use of personal data.
- 16.5. This Agreement is personal to you and it can not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. Bankera may freely assign this Agreement and/or delegate its duties without consent or notice.
- 16.6. This Agreement and any terms and conditions published from time to time on the Website constitutes the entire agreement among the Parties with respect to the subject matter hereof. No provision of the Agreement shall be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term and condition hereof.
- 16.7. You agree to refrain from making, any negative, detracting or unfavorable statements concerning Bankera, any subsidiaries or affiliates, their respective business or business endeavors, products or product history, or their respective former or present officers, directors, agents, distributors or consultants, which may have the effect of diminishing the reputations of Bankera, any subsidiaries or affiliates, or respective former or present officers, directors, agents, distributors or consultants of Bankera or any subsidiaries or affiliates of its business or business endeavors.
- 16.8. This Agreement is not intended to create, and it shall in no way be construed as creating a joint venture, partnership, or any other similar relationship between you and Bankera.
- 16.9. To the extent that Agreement, any terms and conditions published from time to time on the Website conflict with translated copies, the English version prevails.